

REQUEST FOR PROPOSALS
FOR
PRIVATE COMMERCIAL OPERATION OF
PORCUPINE CREEK STATE RECREATION SITE, ALASKA

Issuance Date: March 16, 2016

Due Date and Time for Proposals:
April 11, 2016 at 5:00PM

Issued by:
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF PARKS AND OUTDOOR RECREATION
MAT-SU/COPPER BASIN AREA

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SECTION 1. INTRODUCTION

This is a Request for Proposals (RFP) to all qualified persons, firms, partnerships and corporations to submit a proposal for the private, commercial operation of Porcupine Creek State Recreation Site, (hereafter referred to as “park”). The State intends to issue a Competitive Park Use Permit for Commercial Activities authorizing the private operation of the park beginning in May, 2016. The permit may have an initial two-year term, and may be renewed for an additional term of up to five years by mutual written agreement.

The State does not guarantee a profitable operation; rather, applicants are responsible for reviewing the RFP and making their own determination concerning business viability.

1.1 Park Descriptions

Porcupine Creek State Recreational Site is located at Milepost 64, Tok Cut-Off near Nabesna. The park is easy to find adjacent to the highway. This small campground is bordered by Porcupine Creek.

1.2 Summary Account of Services to be provided

The Permittee will be responsible for managing the parks similar to the State’s previous management, including providing janitorial and facility maintenance and repairs, resource protection, public services, site supervision, reservation system for public use cabins and fee collection.

In return for operating and maintaining the parks, the Permittee will be allowed to collect fees for: overnight camping, daily parking and firewood sales. All additional business conducted in the parks must be related to outdoor recreation. Retail sales, equipment rentals and food/beverage services are examples of other business activities that may be considered by the State in evaluating proposals, and may be allowed under the Permit. Respondents should specify in their proposals the types and dollar amounts of fees they intend to charge, as well as any additional business activities they intend to pursue, for consideration by the State during proposal evaluations and permit negotiations.

1.3 Parks to Remain Units of the State Park System

The State intends that the parks will continue to be identified as units of the Alaska State Park system. All existing entrance signs, bulletin boards, and other park furnishings that identify the park by name and contribute to a consistent and uniform “state park look” will remain in place.

A sign stating, “This Park is operated under a commercial use permit issued by Alaska State Parks to (*insert business or organization name*)” shall be placed at park entrances or other location in the park that is visible to the public.

1.4 Permit Fee Paid to the State

The minimum annual permit fee is \$250.00. The payment to the State offered by the Respondent in their proposal will be one factor considered in awarding the permit, and may be the subject of negotiations. Based on negotiations, there may be an additional permit fee, such as a higher flat payment, or a percentage of gross receipts, per-visitor fees, or some other combination. The State is not obligated to accept the application with the highest return. The State reserves the right to issue the permit on the basis of a trade-off between the revenue paid to the State and technical merit. The permit fee will be subject to negotiation and possible adjustment at the end of the initial two-year permit term.

The State will entertain a proposal that establishes a Maintenance Account, to be used for services and supplies which address deferred maintenance needs. This account could be funded with revenue generated from fees charged for services under this permit.

1.5 Annual Operations Plan

Respondents to this RFP are required to submit an annual operations plan for the 2016 season as a part of their proposal. (See **Appendix B**) This plan, the permit stipulations included in this RFP and other portions of a successful Respondent's proposal shall control the Permittee's activities allowed in the facility. It is understood that all of these items may be modified by negotiations between the State and a successful Respondent (which will become the Permittee). Further, the plan and permit stipulations may be modified during the period of the permit by mutual agreement of the parties.

1.6 Business Plan

Respondents are required to submit a Business Plan. **Appendix C** has a suggested Business Plan format. Respondents should use it or another format that provides the necessary information. The Business Plan will be used to evaluate the respondent's financial and technical ability.

1.7 Issuing Office

The office issuing this RFP is:

State of Alaska, Department of Natural Resources
Division of Parks and Outdoor Recreation
7278 E. Bogard Rd
Wasilla, AK 99654

Permit Supervisor: Wayne Biessel
Physical Address: 7278 E. Bogard Road, Wasilla, AK 99654
Phone: (907) 745-8935
FAX: (907) 745-0938
Email: wayne.biessel@alaska.gov

All inquiries regarding this RFP shall be directed to:
Jamie Walker, Administrations Operations Manager I
Phone: 907-269-8903
Fax: 907-269-8907
Email: jamie.walker@alaska.gov

1.8 Deadline for Receipt of Proposals

All Respondents are required to deliver three copies of their proposal in a sealed envelope to the address shown above under "Issuing Office." Proposals must be received at the issuing office on or before **5:00 p.m. on April 11, 2016**. Failure to meet the deadline will result in disqualification of the proposal without review.

The proposal, following a required format and including all appropriate attachments, should be delivered in a sealed envelope, clearly labeled as follows:

"PROPOSAL FOR COMMERCIAL OPERATION OF
PORCUPINE CREEK STATE RECREATION SITE"

COMPANY OR ORGANIZATION NAME

All offers will be recorded as to time and date they were received and distributed unopened to the evaluating team members.

1.9 Questions and Addenda to this RFP

Questions that could substantially change the content of this RFP must be made in writing at least five working days before the deadline for the receipt of proposals. Answers to questions that significantly change the content of this RFP will be made available to all persons, groups or firms that received an RFP.

1.10 Permit Type, Term, and Renewal

The permits awarded under this RFP are a Competitive Park Use Permit for Commercial Activities. The initial term of the permit will be two years from the date of issuance by the State, after signing by both parties. The permit may be renewed for up to FIVE additional years by mutual written agreement.

1.11 Solicitation and Permitting Authority

The permit will be issued under authority of:

AS 41.21.010

AS 41.21.020

AS 41.21.026

11 AAC 12.300

11 AAC 18.010

11 AAC 18.025

11 AAC 18.040

Copies of these laws and regulations are available for inspection in State offices.

1.12 Summary Account of Solicitation Process

Later sections of this RFP contain detailed information on the process that will be followed in soliciting proposals and awarding permits. The required proposal format is detailed in Section 3.17. The State will evaluate proposals using the criteria listed in Section 3.18 and select the apparent successful respondent for negotiations toward issuance of a permit. The permit stipulations in Section 4 will serve as the starting point for negotiations. If negotiations with the apparent successful respondent are unsuccessful, the State may decide, in its sole discretion, to terminate negotiations. The State may then decide to enter into negotiations with the second-rated respondent or reissue the RFP or terminate all further work towards issuance of a permit.

SECTION 2. PARK DESCRIPTIONS

Porcupine Creek State Recreational Site is located near Nebesna at Milepost 64 of the Tok Cut-Off in the Copper River Basin. The park is easy to find adjacent to the highway. This small 12-site campground is bordered by Porcupine Creek.

2.1 Description

With campsites nestled along Porcupine Creek, this park is a popular wayside for highway travelers to take a rest break or spend a night. Situated in a pleasant stand of aspen, cottonwood and white spruce trees, the 240-acre park includes 12 campsites, 2 vaulted restrooms, fee station, hand-pump well, bulletin board and fireplaces. The park has been managed under a competitive commercial use permit issued to Hart D Ranch since 1999. There is no electricity, running water or public telephones at the site.

2.2 Visitation and Use Patterns

Porcupine Creek SRS is primarily a transient highway rest stop. Visitation peaks during mid-summer. The park is typically closed (gate locked) from mid-September through mid-May due to snow closure.

Fiscal Year	Resident Visitation	Non-Resident Visitation	Total
2011	799	532	1331
2012	860	574	1434
2013	907	604	1511
2014	635	423	1058

2.3 Revenue

Revenues historically have been primarily derived from camping and firewood sales. Fees typically are collected on an honor system whereby the user self-registers at an established fee station. A secure steel fee box, instructional board, and registration envelopes are provided. Park staff can then perform compliance checks as available or needed. Campground hosts can be employed to assist with revenue monitoring and maintenance programs. Due to the small size of this unit, hosts may not be feasible.

User Fees Collected 2015 - Overnight Camping: \$6,300

2.4 Management Considerations

For the most part, public use has been respectful and incidents have been infrequent and minor.

Wildlife – The area has bears and moose present. However, most problems have only occurred when garbage cans have not been properly emptied and overflowing containers have attracted wildlife.

Fee Compliance – This facility has been managed recently without an on-site campground host. Without a regular presence, fee compliance has been fairly good, but could be improved. The site is used by occasional commercial tour groups that do not always understand permitting requirements and fee structures.

Hazards – A small creek flows by the site. No other hazards known.

Firewood – While collecting dead and down firewood is an acceptable practice for in-park use, this often results in areas near the campground being cleared of such wood. This leads to the taking of live wood and the degradation of park resources. Permittees are therefore encouraged to provide firewood for sale in park units.

2.5 Operating Costs

The state's costs of managing this site are reported below. These figures are an estimate, based on a combination of actual records and approximation of some items. These figures do not include staff salaries and benefits, vehicle expenses, or depreciation.

Park Operations Cost Details

	2015 Season
Mileage	786

Refuse Collection and/or landfill fees	566
Latrine Pumping	725 (previous year)
Water Tests	
Service/Repairs	200
Equipment/Rentals	949
Janitorial Supplies	300
Construction/Maintenance Supplies (Signs, Lumber, Paint, Etc.)	91
Insurance	681
Total (does not include staff costs)	4298

2.6 State-Furnished Supplies

The state will supply the following (annually, unless otherwise noted):

- (500) Alaska State Park brochures
- (1) steel fee box, locking, one-time
- (1) first set bulletin board inserts (two, full frame poster style)
- (500) Fee Envelopes (contractor may need to modify, small decals work well)

SECTION 3. SOLICITATION PROCESS, PROPOSAL EVALUATION, AND PERMIT NEGOTIATIONS

3.1 Required Review

All Respondents should carefully review this RFP, without delay, for defects and questionable or objectionable matter. Questions, objections, or comments should be made in writing and received by the issuing office contact person no later than five days before the proposal opening deadline so that any necessary addenda may be distributed to all interested parties. Protests based upon omissions, errors, or the contents of this RFP may be disallowed if not made known prior to this deadline.

3.2 Addenda to the RFP

Any addenda by the State to this RFP will be in writing and made available to all persons who have received a copy of this RFP from the issuing office. Persons who receive a copy of the RFP from an on-line internet source must notify the issuing office with their contact information so that addenda may be forwarded to them without delay.

3.3 Business and Professional License Requirements

Before a permit will be issued, the successful Respondent must obtain a valid Alaska business license to do business in the State of Alaska. For more information on a license, contact the Department of Commerce and Economic Development, Division of Occupational Licensing, P.O. Box D--LIC, Juneau, Alaska 99811. Telephone 907-465-2534. Website: <http://www.dced.state.ak.us/occ/home.htm>

3.4 Incurred Costs

The State is not liable for any costs incurred by Respondents prior to issuance of an approved permit. All costs incurred as a result of responding to this RFP are the sole responsibility of the Respondent.

3.5 Disclosure of Proposal Contents

AS 09.25.110 requires public records to be open to reasonable inspection by the public. All proposals and other materials submitted, excluding those items specifically designated by the State in the RFP as confidential or proprietary, become the property of the State. Selection or rejection of the proposal does not affect that right. Detailed cost and pricing information will be held in confidence until notice of award. All proposals will be kept on file for a period of two years.

3.6 Right of Rejection

The State reserves the right to reject any proposals that do not address all the requirements of this RFP. In addition, the State may reject all proposals at any time if there has been improper or inadequate review or when it is not in the best interest of the State to select a proposal.

3.7 Evaluation of Proposals

All proposals received will be reviewed and evaluated based on the evaluation criteria outlined in section 3.18 below, by one or more persons assigned from the issuing office.

3.8 Interviews

The State reserves the right to independently interview Respondents if the preliminary evaluation results in two or more Respondents being equally qualified. The interviews will be scheduled at the convenience of the evaluating team and will be limited to clarification to insure a mutual understanding of the proposal's contents. However, the State reserves the right to issue a permit based solely on initial applications, without oral or written discussions.

3.9 Negotiations

If the preferred Respondent fails to provide the necessary information for negotiations in a timely manner, or negotiate in good faith, or cannot perform as specified in the RFP or in the Respondent's proposal, the State may terminate negotiations and negotiate with the next highest ranked Respondent, or terminate award of the permit.

3.10 Notice of Intent to Award

After completion of the evaluation process or preliminary permit negotiations, the State will issue a written "Notice of Intent to Award" to all Respondents. This notice will contain the names and addresses of all Respondents, including the intended recipient of the permit. Issuance of this notice will begin a 20 day appeal period under 11 AAC 02. Final permit award is dependent upon completion of negotiations and approval of the permit by the Permit Supervisor.

3.11 Appeals

In accordance with 11 AAC 02, unsuccessful Respondents or other persons adversely affected by a permitting decision may appeal or seek reconsideration. Appeals should be addressed to the Commissioner of the Department of Natural Resources, and must:

- be in writing;
- be signed by the appellant or the appellant's attorney;
- be timely filed in accordance with 11 AAC 02.040;
- specify the case reference number used by the department, if any;
- specify the decision being appealed;
- specify the remedy requested by the appellant and the grounds on which the request is based;
- state the address to which any notice or decision concerning the appeal is to be mailed;
- identify any other affected agreement, contract, lease, permit, or application by case reference number, if any; and

- include a request for a hearing, if a hearing is desired, accompanied by a request for any special procedures to be used at the hearing and a description of the factual issues that need to be decided at the hearing.

3.12 Additional Terms and Conditions

The State reserves the right to include additional terms and conditions during the course of permit negotiations. These terms and conditions must be within the general scope of the original RFP.

3.13 Proposal as Part of Permit

The proposal's contents will become binding obligations, except where specifically modified during permit negotiations. It shall not, however, be considered the total binding obligation.

3.14 Authorized Signature

The proposal must be signed by an individual authorized to bind the Respondent to its provisions. The proposal must remain valid for at least 60 days. These items are certified in the permit application. **(Appendix A)**

3.15 Respondent's Certification

By signature on the Competitive Commercial Use Permit Application (**Appendix A**), Respondents certify that they will comply with:

- 1) the laws of the State of Alaska;
- 2) the applicable portion of the Federal Civil Rights Act of 1964;
- 3) the Equal Employment Opportunity Act and the accompanying federal regulations; and
- 4) all terms and conditions set out in this RFP.

If any Respondent fails to comply with 1) through 4) of this paragraph, the State reserves the right to disregard the proposal, terminate the permit, or consider the Permittee in default.

3.16 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working under the permit has a possible conflict of interest. If there is a conflict of interest or appearance of a conflict of interest, a brief description of the nature of the conflict must be included in the statement. This is certified within the Competitive Commercial Use Permit Application. **(Appendix A)**

3.17 Required Format

To enable fair and consistent evaluation of proposals, the following items must be submitted. Incomplete forms or failure to include any of the forms or items requested could result in a lower score with respect to the evaluation criteria to which the information pertains, or may result in disqualification of the proposal.

Competitive Commercial Use Permit Application (**Appendix A**)

This form must be completed in its entirety.

Operations Plan and Requested Changes to Permit Stipulations (**Appendix B**)

Business Plan, (**Appendix C**)

The Business Plan will be used to evaluate the respondent's financial and technical ability.

Letters of Reference

Attach a minimum of two written letters of reference from individuals or business representatives who can attest to your ability to perform successfully under this RFP.

Additional items as applicable

- Bank or investor letters of intent to finance project, if applicable.
- Copies of business leases pertinent to this business.
- Copies of all pertinent existing permits or licenses applicable to this business.

3.18 Proposal Evaluation Criteria

Each proposal will be evaluated based on the criteria indicated below. These criteria are listed in descending order of importance. The objective is to select the respondent whose proposal best serves the public need.

1. Proposed Operation and Services

- How well does the proposal adequately address the goods and/or services, quality, and costs to the public as requested in the RFP?
- How well does the proposal reflect an understanding of the operational issues and questions that are likely to arise and include realistic means of dealing with those matters?
- How well does the proposal reflect an understanding of the resources and time that will be needed to provide the services requested in the RFP?
- How well does the proposed operational schedule meet all the requirements specified in the RFP?
- How well do the services compare to those proposed by other respondents?

2. Managerial Ability and Business Experience

- How well do the Respondent's resume, references, and current or past performance in this kind of enterprise indicate sound business ability and a good client/community relationship?
- How well does the Respondent's resume and references prove that they have the ability to provide the required services?
- Rank the amount and type of experience dealing with visitor services or working with the public in a service-related business.
- If the Respondent has no directly relevant experience, what evidence is provided that the firm has the skills and resources to successfully perform?

3. Business Plan

- How well does the proposal provide detailed plans, specifications, cost estimates, and a plan of operation that meets all requirements specified in the RFP, and falls within the scope of required services?
- How realistic is the respondent's business plan for the conditions and visitation expected? Is the business plan complete?
- How well have all the reasonable costs for operating been considered in the business plan?
- How well has the Respondent calculated their projected revenue for the business?

4. Financial Resources

- How well has the Respondent demonstrated that they have enough resources (i.e.: staff, equipment, finances, etc.) committed to providing the services as required under this RFP?

5. Fees Charged to the Public

- Are the rates to be charged fair and consistent for services to be provided? How do they compare to other proposals?

6. Compensation (return) to the State

- What does the Respondent offer the State as compensation for this business opportunity?
- Is there an additional payment in excess of the minimum annual fee as specified in ¶1.6?
- Is the additional payment a flat fee or variable?
- Does the firm want financial credit from the State for honoring annual day use parking or boat launch passes, or disabled veteran camping passes sold or issued by the State?
 - If so, does the proposal contain an acceptable system for crediting the Permittee for the number of passes honored and what is the effect of the credits on the amount of compensation offered?
- How does the amount offered compare with other respondents?

7. Optional Additional Services or Proposed Changes to the RFP

- What permit stipulations are proposed for revision or deletion, and what effect would the proposed change have?
- Are additional services offered, such as: Operation and maintenance extras, interpretive services, security, conversion of non-fee to fee sites, use of specialized professionals to perform deferred maintenance work, accelerated schedule to perform deferred maintenance work, performing surveys of visitors to improve services, etc.?
- How well do the proposed permit stipulation changes enhance safety, convenience and efficiency of park users beyond that required in the RFP?
- Evaluate whether the proposed changes affect the basic services requested in this RFP in a negative way.

SECTION 4: PERMIT STIPULATIONS

This section contains draft commercial use permit stipulations, which should be carefully reviewed by potential Respondents prior to offering a proposal. Proposals should identify in the operations plan:

- permit terms and stipulations listed in this section that the respondent requests to be revised or deleted and;
- terms or stipulations that respondent requests to be added.

4.1 Permittee Use of Premises

The Permittee shall use the premises for the purposes of outdoor recreation and other services consistent with the park's purposes. The lands, facilities and structures described in Section 2.1 are available for use by the Permittee for these authorized operations.

4.2 Specific Authorization

Only those activities specifically authorized herein are permitted. The Permittee is responsible for securing written authorization from the Permit Supervisor for all other services and activities not specifically authorized herein but consistent with the original RFP. The Permittee must provide all labor, transportation, supplies, and equipment necessary for operations under this permit.

The Permittee or his/her employees, agents, or clients may not interfere with free public use of State park

lands, waters, or facilities in the area of permit operations.

4.3 Products and Services to be Provided

The Permittee is authorized and required to provide the following services:

- facility and janitorial maintenance, as further described in Sections 4.16 – 4.19 below;
- protection of park natural resources;
- visitor information;
- collection of applicable park user fees;
- compliance with applicable sanitary standards, including drinking water and sewage, and solid waste; and
- inform visitors of park rules and seek compliance.

The Permittee will be responsible for providing all items needed to maintain and operate the park units listed in this RFP, and to the standards specified in this RFP. These include, but are not limited to:

- Toilet paper, cleaning and disinfecting/deodorizing solutions, shovels, brooms, mops, toilet brushes, paint brushes, paint, chain saws, brush cutters, drills, generators, carts, and any other tools and supplies necessary to accomplish operation and maintenance of the park units listed in this RFP. Paint and stain used by the permittee shall conform to DPOR standards for type and color.
- Telephones, cellular phones or two-way radios, fax machines, computers, and any other office equipment necessary to maintain records and fee collection duties described in this RFP. The permittee shall be responsible for all utility fees associated with such equipment.
- All vehicles necessary to perform the work described in this RFP.
- All storage buildings or containers, employee housing, or other facilities proposed by the permittee must have written approval of the State prior to installation. If applicable, the site manager's trailer or motor home must fit in the available space, and present a neat, clean and professional image. All facilities used in the permit operations must be neat, clean and well maintained.
- All combination, keyed or deadbolt locks required for operations and maintenance of the park units. The permittee will furnish the State with combinations or keys to locks on all state-owned facilities.

4.4 Permit Term

The initial term of this permit begins on approximately May 1, 2016, or the date it is signed by both parties, whichever is later, and expires on December 31, 2017.

4.5 Permit Renewal

The State may perform a midyear and an annual performance evaluation, using the form found in **Appendix H**.

Prior to the expiration of the initial term of this permit, and provided the Permittee has, in the judgment of the State, satisfactorily provided the services contemplated in this RFP, Permittee may apply to have the permit renewed for up to an additional FIVE YEAR term. The renewal application shall be in writing at least 30 days before the expiration of the initial term.

4.6 Permit Fees

The Permittee shall pay to the State during the entire term of this permit, each year, for the right to exercise the privileges herein contained, a minimum consideration of \$250.00.

Payment shall be made on or before May 15 each year, unless otherwise negotiated with the Permit Supervisor in an agreement establishing a Maintenance Account.

A Maintenance Account agreement establishes a separate account into which permit fees are deposited. Funds from the account will be used on maintenance of the park facilities. The Permit Supervisor and the Permittee will annually meet to discuss priorities for work to be accomplished with funds from the Maintenance Account prior to any funds being used. Examples might include: repair of damage to facilities, services and supplies which address deferred maintenance needs and road improvements.

The specifications or requirements for projects that may be considered for a Maintenance Account project include:

- Standards for project completion.
- Project costs, which include wages, vehicles and other equipment, materials, supplies, subcontracts, and overhead directly associated with the Maintenance Account project.
- A statement indicating that, upon confirmation by the Permit Supervisor that a project has been satisfactorily completed, the Permittee must submit documentation of its actual costs to the State, and must certify that the representations in the document are accurate and complete.
- The Permit Supervisor must verify and approve requests IN WRITING before any funds are approved for transfer to the Permittee, contractor or other vendor.

4.7 Payments Required

Permit payments, as indicated in the Proposal, must be received by the issuing office prior to May 15 each year. Failure to submit the payment may result in termination of the permit, and the State will advertise for a new Permittee. Any additional payments, such as a percentage of gross fees are due October 31 each year. Any late payments under this permit shall, in addition to allowing the State to declare a breach of permit obligations, accrue interest owed to the State at the maximum rate allowed under AS 45.45.010(a).

4.8 Park Rules and Regulations

The Permittee should be generally familiar with Alaska State Park regulations, including the following:

- Pets must be on a leash at all times. The leash cannot exceed nine feet in length.
- All vehicles must stay on roadways or parking areas provided.
- Discharge of gray water onto the ground is prohibited.
- Open fires are allowed only in the fire pits provided.
- Discharge of firearms and fireworks is prohibited.
- Peeling bark and cutting or disturbing live vegetation is prohibited.

The State will provide the Permittee with an orientation on these and other park regulations.

4.9 Protection of Lands, Facilities, Resources

The Permittee shall exercise due diligence in protecting the facilities, lands, waters, and other resources of the park from damage due to natural or human causes.

4.10 Archaeological-Paleontological Discoveries

The Permittee shall immediately notify the Permit Supervisor of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. The Permittee shall leave such discoveries intact until authorized to proceed by the State Historic Preservation Officer. Protective and mitigative measures specified by the State Historic Preservation Officer shall be the responsibility of the Permittee.

4.11 Alcoholic Beverages

The Permittee may not sell or serve alcoholic beverages.

4.12 Staffing

The Permittee shall provide adequate staffing to meet the requirements of the RFP, and shall ensure that all training and supervision of the personnel is provided while performing under the provisions of this permit. The Permittee must also meet the requirements of state and Federal laws governing employment, wages and worker safety. Applicable laws include, but are not limited to, laws governing equal opportunity, civil rights, fair labor standards, minimum wage, worker's compensation, OSHA regulations, ADA, and immigration laws regarding employment of non-citizens.

- **Permittee duties**

- Permittee shall designate in writing a person and backup persons who shall be responsible for all of the Permittee's operations under this permit.
- Permittee shall report to the State in a timely manner any significant problems its employees or agents observe in the park.

- **Employee Conduct**

- The Permittee is responsible for the conduct of his or her employees. This Permit does not shield the Permittee or his or her employees from prosecution if they violate any laws, either while performing their duties or while on their own time.
- The Permittee's employees or agents shall not engage in activities that would lead a member of the public to believe they are State employees.
- The Permittee shall not allow its employees, agents, or guests to create a disturbance that could be disruptive to the public's use and enjoyment of the area.
- The Permittee shall cooperate with other groups or organizations permitted to use the area or premises.
- The Permittee shall ensure that employees do not use or work under the influence of intoxicating beverages, illicit or mind altering drugs while on duty or representing the Permittee.
- Permittee shall assume responsibility for the possession or use firearms by the Permittee, their employees and staff.

- **Uniforms and Vehicles**

- Permittee and employees shall wear an insignia or uniform, identifying themselves clearly as Permittee operators. The purpose of this rule is to distinguish Permittee staff from State employees or volunteers. The insignia or clothing may not resemble uniform items worn by State employees or volunteers, and must be maintained in a clean and presentable manner while performing duties.
- Any vehicles used in the performance of this permit shall be clean, quiet and well maintained.

4.13 Annual Operations Plan and Budget

The Permittee shall prepare an annual operations plan and budget for State approval that includes operating procedures, expenses projected for its activities, improvements to be made, equipment purchases, projected marketing and promotion costs, salaries to be paid, and other operating costs. This budget shall be submitted on or before March 15 for that calendar year. (See **Appendix C**, Business Plan, for forms that may be used to provide future expense projections.)

4.14 Ownership of Improvements

Unless previously approved in writing by the Permit Supervisor, ownership of all structures and other park

improvements made by the Permittee shall transfer to the State at the end of the permit term or renewal term (whichever is applicable) or upon permit revocation or termination. As owner of these improvements, it is the State's intent to ensure that maintenance is done to arrest deterioration and appreciably prolong the life of the improvements. Any materials, equipment, or fixtures made a part of the existing State improvements during the Permittee's term become the property of the State.

If the Permittee has made previous arrangement with the Permit Supervisor to retain ownership of improvements, they must be removed from the premises immediately upon permit expiration, revocation, or termination and the surrounding grounds restored to their original condition.

4.15 Seasons, Hours of Operation

The Permittee shall conduct "full operations" of the parks, snowpack permitting, from May 15 to September 15 each year. This operating season may be extended or reduced by mutual agreement, and with the written authorization of the Permit Supervisor. During the full operations season permittee must provide, on a daily basis, inspection of facilities in the road accessible units and clean and maintain as needed.

4.16 Pre-season Operations

Before opening a park unit for the season, the Permittee shall be responsible for meeting the following pre-season inspections and maintenance standards:

- **Park Hazard Inspection:** The Permittee shall conduct a safety inspection to detect any hazards present in the park unit that need to be corrected prior to public use and occupancy. Hazards such as dead trees, hazardous limbs, tripping hazards on pathways or other public use areas, holes, structural deficiencies, etc. must be identified and the hazard remedied prior to the site being opened to the public. The inspection must be documented on a form provided by the State, with reports provided annually to the State. These are noted in Section 4.33 for report requirements (see Sections 4.27 & 4.36 and **Appendix F** for Park Hazard Inspection form.)

Water System: The Permittee is responsible for all repairs of the handpump which are attributed to the Permittee's actions or negligence. System parts which break due to freezing over winter shall be the responsibility of the Permittee. The State will provide assistance during the initial year to help the Permittee become familiar with the water system.

Fees for overnight camping may not be collected unless potable water is provided at the site. The Permittee is responsible for maintaining the public water supply and meeting Alaska Department of Environmental Conservation (DEC) standards. These standards require annual testing for Nitrate/Nitrite by a certified laboratory. In the event of an "unsafe" sample, the Permittee is required to notify the Permit Supervisor and complete all required retesting. (Specific questions may be directed to the Department of Environmental Conservation.) Permittee shall maintain records of all maintenance and testing done on wells.

When a park unit with overnight camping does not have potable water available due to system failure, unsafe water tests, or other causes, the Permittee may not charge overnight camping fees until potable water is once again restored for visitors. An alternative source of potable water may be provided to remove this restriction.

Water pumps and hydrants should be inspected and cleaned regularly. Overhanging brush and ground vegetation should be removed from access paths. Each pump should be posted with a sign

that states: “To keep this water clean, please clean fish or wash at least 200 feet from this water source. The State of Alaska recommends that all water from this well be boiled for your protection.”

- General Facilities Maintenance: A thorough cleaning of all facilities is to be completed prior to May 15, snowpack permitting, annually.
- Bulletin Boards, Fee Stations and Signs: Bulletin boards and fee stations shall be updated with current information. Signs that may have been taken down during the winter shall be re-installed.

4.17 Post-season Operations

Remove bulletin boards and signs as necessary to reduce winter vandalism loss. Pump latrine vaults (if half full or more) at sites that experience heavy early spring use. Notify utility companies of telephone and/or electric disconnects, as applicable. Remove hand-pump handle. Conduct year-end report and submit to Permit Supervisor.

4.18 Damage to State Facilities

In case of vandalism or other causes of damage to state facilities, the state shall self-insure the following structures within the park or park units:

- Latrines

If a single event of damage or vandalism of non-insured facilities exceeds \$1000 in estimated repair costs, or if ordinary wear and tear is considered excessive, the Permittee and Permit Supervisor will negotiate each one's share of those costs. Applicable repair costs may be used to reduce the Permittee's annual fee, if negotiated and agreed to in writing before repairs are made.

Should it be determined that the Permittee's actions contributed to the damage to park facilities, the state's commitment in the above sections is not implied, and the Permittee shall be fully responsible for the repair costs.

Should damage occur to facilities other than within the Permittee's operating season, the Permittee is expected to repair the damaged facilities when the damage is less than \$100 (not including labor) to repair. When damages exceed \$200 (not including labor), the Permittee and the Permit Supervisor will negotiate a plan for covering the repair costs.

4.19 Customer Service

The mission of the Alaska Division of Parks and Outdoor Recreation is to:

Provide outdoor recreation opportunities and conserve and interpret natural, cultural and historic resources for the use, enjoyment and welfare of the people.

Permittees who operate within Alaska State Park units are expected to assist in achieving this mission. Customer service is central to the permitted operation. As such, the Permittee is expected to develop and implement methods for responding to visitor needs in a helpful, professional and courteous manner, giving timely and friendly information and assistance, and doing those things necessary to ensure that visitors have a safe and enjoyable stay in the park unit.

The Permittee shall make Park User surveys available to the public. (See **Appendix G**)

4.20 Facility and Janitorial Maintenance Standards

The Permittee will be responsible for all janitorial and facility maintenance of the park or park units during the designated operating season. The services will be conducted on a regularly scheduled basis to maintain the cleanliness, safety, and serviceability of the park and facilities. The Permittee is responsible for all minor repairs to facilities, structures, parking areas, roads, trails, signs and sign posts, bulletin boards, trash containers, and other improvements, and to the grounds in general. This includes painting, preserving and providing preventive maintenance for all items within and associated with the park or park units. The Permittee is also required to provide routine brush clearing along trails, roads, and facilities.

The Permittee agrees to meet all requirements of quality and standards of service prescribed by law or regulation, or which are necessary to protect the public health, safety, and welfare. All repairs and improvements will be done in a professional manner using generally accepted techniques and practices. Anything that appears to be a threat to public safety, such as holes or tripping hazards on pathways or other public areas, hazardous limbs or trees and structural defects, must be immediately secured to avoid safety risks to the public or visitors and repaired as soon as possible.

Toilets.

All toilet buildings and fixtures shall be cleaned at least twice per week and inspected each day the Permittee or other staff members who are in the parks. Messy toilets will be cleaned whenever found. Each toilet will be furnished with two rolls of paper in theft proof hangers.

All parts (inside and outside) of the toilet fixture, including seats and lids shall be scrubbed and washed down with cleaning solution and water. After cleaning with the soap solution, the toilet seat and toilet lid must be rinsed with fresh water. A pressurized water pump may be used. Pooled water shall be removed from the floor with a broom or squeegee. Pooled water shall be swept away from in front of the door.

All walls, edges, and floors shall be free of dust, dirt and loose material. Fecal matter found on the floors, walls or side of the toilet shall be placed in the vault and residue removed.

All writing or marking on the walls must be obliterated by erasure, sanding, washing or over-painting, immediately upon discovery.

A fumigant or bacterial agent may be used to control odors in the vault or pit. Severe odor problems may require repeated treatments.

The Permittee is responsible for scheduling the vault pumping to prevent the vaults from getting too full. A certified sewage handler must pump toilet vaults whenever the sewage level reaches 12 inches below the floor level.

The Permittee shall repair all deficient hinges, springs, hooks, latches or other door hardware upon discovery. Rusty or faulty toilet seats must be fixed or replaced. If damage is beyond the immediate capability of repair, it must be reported to the Permit Supervisor within 24 hours of discovery, and provide details on how and when the damage will be repaired.

Spider webs and wasp nests found inside along wall and ceiling seams and those found under outside rooflines shall be removed upon discovery.

Tables. Scrub down all tables with a cleaning solution, rinse with clear water. This service is to be completed the first visit of the season. All soiled tables shall be scrubbed down and rinsed as necessary. Any tables that are broken or vandalized must be repaired or removed. Tables must be kept clean and in

good repair, and painted/treated every two years.

Fire pits. Rocks, garbage, broken bottles and burned out cans must be removed from fire pits during scheduled maintenance. Ashes must be removed from fire pits when they are half full. Ashes may not be placed in dumpsters or trash cans while hot. Re-level any fire pits that require it. Remove any rock fire rings or modifications that were not installed or approved by the State. Remove ashes from unauthorized fire rings, scatter rocks and spread soil over these sites to make them less conspicuous.

Litter and Trash.

- All litter shall be picked up when found. When garbage cans have been knocked over or garbage overflows on the ground, it must be picked up, bagged and removed from the area or placed in a dumpster. The Permittee shall provide and service regularly either garbage cans or dumpsters suitable to contain all the trash generated on site.
- If the Permittee chooses to provide garbage cans in shelter/picnic location where they are not currently located they are strongly encouraged to provide animal-resistant garbage containers to reduce the incidence of bear problems.
- All garbage must be disposed of at a DEC-approved facility. Garbage may not be burned or disposed of on State Park lands or waters.
- The Permittee is encouraged to place and regularly service an aluminum recycling container.

Signs, posts and other barriers. Ensure that all signs are maintained; replacing faded or shot up signs as often as necessary. All sign posts and vertical auto barriers shall be straightened or replaced as necessary. Auto bumpers shall be maintained free of obscuring brush and grass, and in a level position.

Bulletin Boards. Bulletin boards must be maintained in good repair with accurate, uncluttered, current information regarding the facility, regulations, fishing and natural resources information and local services information.

Fee Station Area. Where fee stations are located the area shall be maintained in a neat, clean and professional manner. No temporary posters or signs may be placed or affixed to the fee station sign or fee box, unless pre-approved by the permit supervisor.

Vegetation Control. Brush and annual vegetation shall be cut back from parking bumpers, signs, bulletin boards, latrines, roadside, etc. seasonally or more frequently as needed. Lawn areas and trails shall be maintained according to Appendix I. Any felling or removal of trees must be approved in advance by the Permit Supervisor. Gate tie back posts must be visible with all brush cleared at ground level.

Painting. All painted signposts, litter barrels and stands, bulletin boards, water pumps, gates and toilets shall be painted every two years beginning in the first year of the permit. The Permit Supervisor will specify the paint and stain type and color standards.

Recreation Site Improvements or Alterations. Any permanent site improvement or alterations by the Permittee must first be approved by the State. The Division of Parks and Outdoor Recreation will conduct site planning for park improvements. The State will consider allowing the Permittee to construct a buildings to support outdoor recreation and revenue generation such as a caretaker residence and a structure used for retail sales or as a rental outlet. The size, design and location will be approved by the permit supervisor.

Minor Repairs. Repairs of hinges, toilet paper holders, door hooks or latches, and door springs shall be performed when discovered. Graffiti on walls, rocks or other places shall be painted over or otherwise removed upon discovery; it may be necessary to sand the area prior to painting to ensure graffiti does not show through.

4.21 Safety Equipment

It shall be the Permittee's responsibility to insure that paints, chemicals, and equipment are used and disposed of in a responsible manner per manufacturer's recommendations. It shall also be the Permittee's responsibility to provide necessary safety equipment, such as gloves, goggles and boots, and insure that they are used whenever unsafe conditions might be encountered. Pathogens, which may cause diseases such as hepatitis and cholera, and intestinal problems, may be encountered during toilet maintenance. It shall be the Permittee's responsibility to provide necessary information, safety equipment, and any other preventive measures, including vaccinations, to themselves and their employees.

4.22 Emergency Response & Accident Notification

The Permittee must be prepared to respond to emergencies, such as medical, public safety, facility breakdown, fire and flood, that might occur in and around the facilities covered under this permit. Permittee should describe how they will be prepared to respond to such emergency situations in their operations plan. The Permittee shall notify the Permit Supervisor within twenty-four (24) hours of any accidents involving personal injury, or threatening incidents involving wildlife, or of incidents involving the loss of equipment such as kayaks, tents, or other gear that could create the impression that persons may be lost or in danger.

4.23 Use of Fee Sites by Non-fee Guests

Use of toilets in park units by non paying customers will be allowed at no charge.

4.24 Site Security and Public Safety

The Permittee is responsible for providing site supervision at the Park to ensure public use, enjoyment, and safety. Permittee's staff must be on-site and available to answer questions and perform other public services for a minimum of two hours during peak daylight operating hours each day of the operating season.

In responding to violations of state and local laws, regulations and ordinances, the Permittee has the same authority as a private citizen. Permittees cannot enforce state or local laws, but should be knowledgeable of applicable park regulations, fish and game regulations, or other applicable state regulations or laws, and should report violations of regulations to the appropriate law enforcement authorities.

The Permittee will be expected to inform visitors of the rules and regulations applicable to public use in park units. If the Permittee needs assistance in dealing with unruly, criminal, and other behavior that creates public safety concerns, the Permittee should gather as much information as possible on the violator without jeopardizing his or her own safety, and contact the nearest appropriate law enforcement authority.

The Permittee shall take reasonable measures to prevent and discourage vandalism, theft and disorderly conduct within the park unit. The Permittee shall be responsible for reporting acts of vandalism or destruction of state or personal property to the Permit Supervisor, after notifying the appropriate law enforcement authority. The Permit Supervisor shall be notified within 24 hours when such acts are discovered.

4.25 Required Site Safety Inspections

In addition to the pre-season park hazard inspections requirement, the Permittee is also required to perform

regular inspections of the park, to identify potential safety hazards and other conditions needing remedial action to maintain quality facilities and visitor experiences. High risk site conditions that develop during the season shall be mitigated, or the site shall be closed until the safety concerns are corrected. Trees shall be kept free of nails, rope, wire, unsafe branches, and other hazards that might endanger users or damage the trees. Rocks, logs, sticks, or other similar natural or man-made objects that create a safety hazard or an unsightly condition should be removed from the permit area daily. Sites or facilities within two tree lengths of a standing hazardous tree should be closed until the condition is corrected. The Permittee is solely responsible for identifying, correcting, and reporting all safety hazards to the Permit Supervisor. The State has no duty under the terms of the permit to inspect the permit area or operations of the Permittee for hazardous conditions or compliance with health and safety standards. The inspections are to be documented on a form provided by the Division. (see **APPENDIX F PARK HAZARD INSPECTION FORM**)

4.26 Cooperation

The Permittee shall work closely with the State to further the park and its programs. The Permittee will cooperate with the State for the purpose of conducting inspections for compliance with the terms of this permit and as otherwise necessary to ensure that public safety, services, resource protection, and other park purposes are maintained. Permittee shall keep separate true and accurate books and records showing all permittee's business transactions under this permit in a manner acceptable to the State and the State shall have the right through its representative and at all reasonable times, to examine such books and records. Permittee hereby agrees that all such records and books are available to the State for inspection.

4.27 State Use of Premises

The State reserves the right to utilize all facilities for its purposes, and to construct additional facilities it deems necessary for park operations. Facilities will be constructed in a manner that will not unduly interfere with Permittee's operations. Insofar as possible, all facilities constructed will be jointly planned for by the State and the Permittee.

4.28 Use of Premises by other Commercial Operators

The State reserves the right to issue permits to other commercial operators to provide services that are outside the scope of services contained in this permit. Examples of services that the State may permit include guided fishing, hiking or boating services, or bus and van tours. Unless notified otherwise by the Permit Supervisor, the Permittee may charge applicable fees to these operators for activities that normally incur a fee such as overnight camping, but may not charge fees above the level charged to the general public. The Permittee shall assist the State in ensuring that any commercial operators using the park unit are appropriately permitted as evidenced by an annual commercial operator decal on their vehicles. If the Permittee encounters a commercial operator who is not permitted to operate with the park unit, the Permittee shall notify the Permit Supervisor with all known applicable information on the operator.

4.29 Sales and Prices

The Permittee may charge fees only to the extent that the State can charge fees under existing law and regulations. Fees listed below show the current fee structure and the maximum fees allowed under existing regulations. If the Permittee wishes to change the current fees, they must make this request prior to permit issuance. Prior to March 15 of subsequent years, any changes to these basic fees must be submitted to the State for prior approval.

<u>Activity</u>	<u>Current Fee</u>	<u>Maximum Fee</u>
Daily Parking	None currently charged	\$10 per day per vehicle
Firewood bundles	\$8 per bundle	\$15 per bundle

Request for Proposals

Competitive Use Permit to operate Porcupine Creek State Recreation Site

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*The fee for self-registration (depositing fees in the appropriate fee collection device, e.g. “iron ranger”) for overnight camping at these facilities is as listed above. However, if staff of the contract manager or state parks collects the overnight camping fee, an additional camping fee of \$3.00 will be charged at Porcupine Creek SRS.

The Permittee may not charge for the following uses, whether used singly or in any combination:

- Drinking water
- Viewing information displays
- Use of toilets

The Permittee is also authorized to sell recreational-related supplies and materials as agreed upon and approved by the permit supervisor. Examples of items that may be approved are: State of Alaska fishing licenses (as authorized by Alaska Dept. of Fish and Game), firewood, insect repellent, film, recreational maps, books, bottled water, and other recreational-related items.

The Permittee must provide to the State prior to permit issuance and prior to March 15 of subsequent years, a comprehensive list of services, products, and prices for approval for this season of operations. The Permittee will be allowed minor price changes with approval by the Permit Supervisor during the operating season if actual costs of goods or services delivery are demonstrated to have increased.

4.30 Advertising and Signage

Any printed material to be used, including stationery, brochures, postcards, display advertising, and other like material in connection with the operation of this business, or any advertising of any manner or form, whether in or about the facility premises or elsewhere, or in any newspaper or other publications, shall be provided to the permit supervisor for approval before being displayed, distributed, or advertised. The Permittee agrees to not display, distribute or advertise anything, or place any sign in connection with the operation of this facility, which has not been approved in advance by the permit supervisor.

Prior to collecting any fees, the Permittee shall install signs that indicate that the site is being operated by a private entity under a permit issued by the State. The Permit Supervisor will provide sign guidelines and locations. At a minimum, a sign stating, “This Park is operated under a commercial permit issued by Alaska State Parks to (insert business or organization name)” should be placed on or near the park entrance.

4.31 State Held Harmless

The Permittee agrees to indemnify, save harmless, and defend the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Permittee’s performance under this permit.

4.32 Insurance Requirements

- 1) The Permittee shall provide and maintain, for all employees engaged in work under this permit, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2) Without limiting indemnification, the Permittee shall obtain, and maintain throughout the permit term, commercial general liability insurance with coverage limits not less than \$1,000,000 combined

single limit per occurrence, covering all business premises and operations used by the Permittee in the performance of services under this permit. The liability insurance policy must list the State of Alaska as additional insured and provide for a 30-day cancellation notification to the State should the policy be canceled.

- 3) The Permittee shall obtain, and maintain throughout the permit term, comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles used by the Permittee in the performance of services under this permit, with coverage limits not less than \$1,000,000 combined single limit per occurrence. The automobile insurance policy must list the State of Alaska as additional insured and provide for a 30-day cancellation notification to the State should the policy be canceled.

A current certificate of insurance meeting the requirements of this paragraph is required before operations under this permit will be allowed. This certificate must be sent by the Permittee's insurance carrier directly to the Issuing Office.

4.33 Reports

The Permittee shall present the following reports to the Permit Supervisor by the dates indicated:

- 1) A Monthly Visitor Use Report is due on the fifth (5th) day of every month starting in May and ending in September. (See **APPENDIX D**)
- 2) An end-of-season report is due on or before October 15, or within 30 days of the permit's termination or revocation (see **APPENDIX E**).
- 3) Park Hazard Inspection reports are due: 1) pre-opening the park in the spring; 2) as hazards are noted; and 3) on or before October 15, or within 30 days of the permit's termination or revocation. (see **APPENDIX F**)
- 4) At the beginning and end of each summer field season the Permittee is responsible for conducting a facility inventory report using the form provided by Parks. This report will be copied and supplied by the State and should be submitted to the area office headquarters no later than one week **after the beginning of the season** or no later than May 31st, and one week **after the end of the season** or no later than September 31st.

4.34 Modification/Amendment of Permit

Notwithstanding any of the provisions of this RFP, the parties may hereafter, by mutual consent, agree to modifications thereof, additions thereto or termination thereof, in writing, which are not forbidden by law. Any modifications shall be in writing and shall be consistent with the original scope of services specified in the RFP.

4.35 Failure to Comply

The State will notify the Permittee of unacceptable performance as soon as possible after the failure is reported. The Permittee must, without additional cost to the State, remedy and correct any deficiency in work or in articles provided in connection therewith.

Upon determination of non-compliance with this permit the Permit Supervisor will deliver to the Permittee a "Notice of Non-Compliance." If the failure is not corrected within the time limits specified in the first notice, the Permit Supervisor may:

- Correct the failure utilizing State employees or a private contractor, and billing the Permittee at cost for time and materials;
- Issue a second notice of non-compliance with a penalty of up to \$250.00 owed to the State by the Permittee; or
- Institute permit revocation proceedings as outlined below in Section 4.39.

4.36 Permit Revocation

If the Permittee remains in non-compliance with the terms of this permit after being served with a second “Notice of Non-Compliance” under Section 4.38 or the failure jeopardizes public safety or park resources or otherwise constitutes a significant breach, the Permit Supervisor may immediately revoke the permit. The Permittee is not entitled to reimbursement for damages suffered in the event that the permit is revoked under this section.

4.37 Permit Termination

The Director of the Division of Park and Outdoor Recreation, after 30 days written notice, may terminate the permit, in whole or in part, when it is in the best interest of the State, as determined solely in the State's discretion. In the event that the permit is terminated under this section the Permittee must within six months make a claim with the Department of Administration under AS 44.77 for reimbursement for damages suffered upon termination or thereafter be barred from doing so.

4.38 Assignment

This permit may not be assigned or transferred without the written permission of the State. Assignment includes entering into contracts with other entities to provide goods or services under this permit.

4.39 Warranty

The State makes no warranty, express or implied, with respect to the consumer demand for, or acceptance of this service. The State assumes no risk of financial loss by the Permittee, and cannot guarantee financial gain or any opportunity to profit under this permit.

4.40 Definitions

Unless the context clearly indicates otherwise, the following definitions apply in this permit and any attachment:

"Division" means the Division of Parks and Outdoor Recreation in the Alaska Department of Natural Resources.

"Permit Supervisor" means the Area Superintendent of the Division, or his/her designee.

“Gross revenues” means all money, fees, property, services, or any other things of value that the Permittee receives, directly or indirectly, through operations under this permit.

"Park", "Park Unit", "State park", "State park land", or "State park water" means any land, water, facility, or improvement managed by the Division.

"Permittee" means the applicant, company, business, employee, operator, contractor, or representative of the person and business named on the permit face authorized to conduct activities under the permit.

"State" means the State of Alaska.

APPENDIX A COMPETITIVE COMMERCIAL USE PERMIT APPLICATION

IN ORDER FOR THIS PROPOSAL TO BE CONSIDERED, THE RESPONDENT MUST PROVIDE THE FOLLOWING INFORMATION, REGARDLESS OF WHETHER OR NOT IT HAS BEEN SUBMITTED ON PREVIOUS PROPOSALS.

PLEASE PRINT

NAME OF FIRM OR ORGANIZATION:

ADDRESS:

PRIMARY CONTACT PERSON: _____

EMAIL & PHONE: _____

SECONDARY CONTACT: _____

EMAIL & PHONE: _____

DO YOU HAVE A VALID ALASKA BUSINESS LICENSE ISSUED UNDER FIRM'S NAME?

Yes ☐ No ☐ License Number _____ (PLEASE ATTACH COPY OF LICENSE OR APPLICATION)

NOTE: *Respondents must have either a current Alaska business license or an application made.*

IN ACCORDANCE WITH A.S. 37.05.240, IS THE RESPONDENT IN ARREARS ON TAXES DUE?

Yes ☐ No ☐

(1.2) Will any additional commercial activities other than over night camping and public use cabin reservations be conducted? (circle one) YES NO

Describe: _____

The minimum permit fee is specified in Section 1.6 of this RFP, and the proposal should confirm that the Respondent is offering this minimum. Proposals not offering the minimum permit fee will be rejected as unresponsive. If additional compensation is offered, the proposal should specify that amount on an annual basis. If the compensation is variable, specify how the amount would be calculated and paid. Complete all sections below; enter zero if no amount offered.

I am proposing:

\$_____ minimum permit fee

\$_____ additional permit fee

_____ % of gross revenues from camping

_____ % of gross revenues from other commercial activities: Specify : _____

Other proposed payments or compensation to state: _____

Is there any conflict of interest with the Applicant, Respondent, Employee, or other potential Permittee? (In accord with Section 3.16) (circle one) YES NO

If so, elaborate: _____

I certify that I have read and understand the stipulations and permit provisions. If my business or organization is selected and I do not provide satisfactory proof of business license, I understand the permit may be awarded to someone else.

Further, I certify that I will comply with:

1. the laws of the State of Alaska;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the accompanying federal regulations; and
4. all terms and conditions set out in this RFP.

The information I have entered on this form and the other required forms for this proposal is complete and true to the best of my knowledge. I understand that any false, fictitious, or fraudulent statement or representation may result in denial, suspension or revocation of any permit issued. I also certify that any proposed fees paid to the state in excess of the minimum permit fee were developed independently and without collusion and the offer made in this proposal will remain in effect for at least 60 days from proposal deadline submittal date.

I agree to provide the services indicated in a satisfactory manner, to abide by the terms and conditions of any permit that might be issued, and to confine activities to those described.

My proposal and all required forms for this permit are attached to this document.

Signed: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX B ANNUAL OPERATIONS PLAN AND REQUESTED CHANGES TO PERMIT STIPULATIONS

Respondents to this RFP are required to submit an annual operations plan for the 2016 season as a part of their proposal. This plan, the permit stipulations included in this RFP and other portions of the successful Respondent's proposal shall control the Permittee's activities. It is understood that all of these items may be modified by negotiations between the State and successful Respondent (which will become the Permittee). Further, the plan and permit stipulations may be modified during the period of the permit by mutual agreement of the parties.

Generally, the State does not regulate prices, so long as the park fees do not exceed the allowable maximum (Section 4.32), but reserves the right to do so. Please specify how fees shall be established and collected. Respondents should provide a list of all proposed fees to be charged to the public throughout the life of the permit, including pricing policies. The proposed fees should be tied to your proposed operating plan provisions.

Please provide detailed information regarding the parks operation plan, as it relates to this RFP. Additionally, list any revisions, deletions, and additions that you wish to make to the permit terms or stipulations. These proposed changes to the permit terms and stipulations will be the subject of negotiations. The State will assume that, unless specifically identified by the Respondent in this section, the permit terms and stipulations in this RFP are acceptable.

The following outline may be used to help structure the operations plan.

Sample Operating Plan Outline

A. Staffing and Management

1. Staffing
2. Personnel
3. Employee Training
4. Employee Services
5. Employee Conduct
6. Contingency Plans for staff turnover
7. Uniforms

B. Park Operations

1. Schedule for cleaning and maintenance
2. Emergency Response
3. Communication with staff
4. Equipment and supplies
5. Garbage Management
6. Water system operation and testing (Blueberry Lake SRS only)
7. Toilet pumping (Blueberry Lake and Worthington Glacier SRSs only)
8. Response to hazards and vandalism
9. Improvements
10. Storage of equipment/supplies

11. Operating season (if proposal includes more than one of the Valdez park units, specify operating season for each park)

C. Revenue and Fee Management

1. Fee schedule (define fees to be charged, and what types of services may be provided at no charge to visitors, if applicable)
2. Fee collection and refunds
3. Other service fees/rentals and/or retail sales
4. Financial control and accounting procedures

D. Insurance

E. Visitor use data

F. Advertising

G. Proposed revisions, additions or deletions to permit stipulations found in Section 4

APPENDIX C BUSINESS PLAN FORMAT

The State is required to evaluate RFP responses by technical and financial capability. Please use the following guidelines in preparing the Business Plan.

Documentation of Business Company or Corporation

Respondents should include information about the business organization and organizational structure, i.e., organization and/or individual name, mailing address, designated agent, evidence of incorporation and good standing, and name and address of each affiliate of the applicant. Respondents that are limited-liability companies should provide the names and interests of the company's principals. Should the respondent not be incorporated in the State of Alaska, the respondent must submit a valid license or application for a license, to do business in Alaska.

Name of Company: _____

Address: _____

Designated Agent: _____

Type of Business: Sole Proprietor ☐ Corporation ☐ Partnership ☐
Joint Venture ☐ Limited Liability ☐ Other? ☐
(Please check one)

If Other, please list what type _____

State Incorporated: _____

Date incorporated: _____

Include any appropriate information, including shareholder or partnership agreements, as an attachment to this Business Plan, and complete the following list of owners:

<i>Name</i>	<i>Address</i>	<i>SSN</i>	<i>% Ownership</i>

Personnel/Staffing

Explain how you plan to recruit, develop and maintain your workers. List the number of employees you will have, their job titles, required skills and any training that you plan for your employees, including first aid certification.

Business Experience/Performance (if more room is required, include as attached document)

Respondents should furnish a detailed description of their experience as it relates to operating and maintaining the park units. The description should include experience in private business, public service, or any nonprofit or other related enterprises. For each business venture, include the following information:

- The dates of the business experience
- The location of the business
- A description of services provided
- A description of customers served
- The number of employees supervised
- The volume of business

For respondents who have prior experience in managing Alaska State Parks or similar public owned facilities, provide copies of annual written performance evaluations.

Financial Data

The respondent must list all projected annual operating costs for managing the park units, providing sufficient detail to show how those costs are determined. Any financial information submitted by respondents should conform to generally accepted accounting principles or other comprehensive bases of accounting. Any previously prepared financial documents that are submitted should be unmodified and in their original form, including footnotes. Respondents must show that they have 25 percent of the first year's operating costs in liquid assets. Liquid assets are those that can be readily converted to cash.

For additional information and assistance, including sample financial documents, visit the following two websites

Alaska Small Business Development Center: <http://aksbdc.org/>

U.S. Small Business Administration: <https://www.sba.gov/>

Capital Equipment List:

Capital equipment is defined as assets which have useful lives of more than one year. Examples include machines, equipment, vehicles, computers, etc. Describe the equipment, the quantity, whether the equipment is new or used (N/U), the expected useful life, and the cost.

Equipment	Quantity	N/U	Life	Cost
Total Cost of Capital Equipment				\$_____

Start-up Expenses

Item	Cost
Total cost of capital equipment	
Beginning inventory of operating supplies	
Legal Fees	
Accounting Fees	
Other Professional Fees	
Licenses and Permits	
Remodeling and repair work	
Deposits (for e.g., public utilities such as phones)	
Advertising	
Insurance	
Advance Permit Fees	
Other Expenses:	
Total Start-up Expenses	\$_____

Sources and Uses of Financing

A. Sources of Financing	
Investment of cash by owners	\$_____
Investment of cash by shareholders	
Investment of non-cash assets by owners	
Investment of non-cash assets by shareholders	
Bank loans to business: short term (1 yr or less)	
Bank loans to business: long term (more than 1 yr)	
Bank loans secured by personal assets	
Small Business Administration loans	
Other sources of financing (specify)	
•	
•	
•	
Total sources of Financing	\$_____

<u>B. Uses of Financing</u>	
Buildings	
Equipment	
Initial Inventory	
Working Capital to pay operation expenses	
Non-cash assets contributed by owners (use same amount as in Sources, above)	
Other assets (specify)	
•	
•	
Total Uses of Financing	\$_____

Cash Flow Projection

The cash flow projection is the most important financial planning tool available to you. The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. A cash flow deals only with actual cash transactions. Depreciation, a non-cash expense, does not appear on a cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

Please complete a cash flow projection; an example is found on the following page.

Cash Flow Projection by Month – Year One

1		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
2	Beginning cash balance													
3														
4	Cash inflows													
5	Income													
6	Other													
7	Total Cash Inflows													
8														
9	Cash Outflows													
10	New capital purchases													
11	Advertising													
12	Legal and Accounting													
13	Insurance													
14	Fixed Cash Disbursements*													
15	Term Loan													
16	Line of Credit													
17	Other													
18	Total Cash Disbursements													
19	Cumulative Cash Flow													
20	* Fixed Cash Disbursements (monthly):													
21	Utilities													
22	Salaries													
23	Payroll Taxes and Benefits													
24	Supplies													
25	Licenses/Permit fees													
26	Phones													
27	Other (describe)													
28	Other (describe)													
29	Other (describe)													
30	Total monthly FCD:													
31	Cash on Hand													
32	Opening Balance													
33	+ Cash Receipts													
35	- Cash Disbursements													
36	Total = Monthly Balance													

Start-up Balance Sheet

Balance sheets are designed to show how the assets, liabilities and net worth of a company are distributed at a given point in time. Please complete the following Start-up balance sheet:

Start-up Balance Sheet

Assets

Current Assets		\$_____
Fixed Assets	\$_____	
Less Accumulated Depreciation	\$_____	
Net Fixed Assets		\$_____
Other Assets		\$_____
Total Assets		\$_____

Footnotes:

Liabilities

Current Liabilities	\$_____
Long term Liabilities	\$_____
Total Liabilities	\$_____

Net Worth or Owner's Equity

(Total assets minus total liabilities)

Total Liabilities and Net Worth	\$_____
--	----------------

Footnotes:

Start-up Income Statement Projection:

Income statements (also called profit and loss statements) complement balance sheets. The income statement provides a moving picture of the company during a particular period of time. For most businesses, income projections covering one to three years are more than adequate.

Please complete the start-up income statement projection chart on the following page using the existing format.

Income Projection by Month – Year One

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
1														
2														
3	Revenue (specify type)													
4														
5														
6														
7														
8														
9														
10	Total revenue:													
11														
12	Gross Margin													
13	Operating Expenses													
14	Utilities													
15	Salaries													
16	Payroll Taxes & Benefits													
17	Advertising													
18	Supplies													
19	Insurance													
23	Licenses/Permit fees													
25	Phone													
26	Depreciation													
27	Miscellaneous													
28	Total Operating Expenses:													
29														
30	Other Expenses													
31	Interest (Term Loan)													
32	Interest (Line of Credit)													
33	Total Other Expenses:													
34	Total Expenses:													
35														
36	Net Profit (loss) Pre-Tax													

APPENDIX D SAMPLE MONTHLY USE REPORT**Park Unit** _____**Month/Year** _____

DAY	DAY USE	CAMPING	PUBLIC USE CABINS	OTHER
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				

APPENDIX D SAMPLE MONTHLY USE REPORT, PAGE 2 OF 2

Park Unit: _____

Month/Year: _____

Incident Recap (Please give details below; use additional sheets as required):

(Please include information on search and rescues, resource damages, injuries & natural disasters)

Hazards Noted/Action taken:

(Please describe any hazards or other safety concerns and how they were addressed.)

APPENDIX E SAMPLE END OF SEASON REPORT

Park Unit _____

Year _____

Visitation – List Totals

Type of use	Visitor counts
Day use	
Camping	
Public Use Cabins	
Total	

Revenue Collections

	Camping	Firewood	Other Fees Or Sales	Public Use Cabins
Jan.				
Feb.				
March				
April				
May				
June				
July				
August				
Sept.				
Oct.				
Nov.				
Dec.				
Total				

APPENDIX F PARK HAZARD INSPECTION FORM

Name of Unit: _____ Date: _____

Person Reporting _____

☐ Complete

☐ Follow-up Needed

☐ Follow-up completed, documentation attached

Park Inspection Report

Even if no hazards are detected, it is important to complete this form.

Time of Day: _____ a.m./p.m.

Weather conditions: _____

Type of Inspection: (Circle any applicable)

Annual Inspection

Emergency Inspection

Other _____

List any hazards detected. If none are observed, write NONE DETECTED. Use sketches, maps and additional sheets, if necessary.

List any actions taken immediately, what problems were remediated, and any recommendations.

Signature

DATE

APPENDIX G SAMPLE PARK USER SURVEY

We want your experience in the Alaska State Parks to be a positive one. Please help us by completing this short survey. Thank you.

Park _____ Have you been here before? Y N

Date of Visit _____ Residence – State/Province/Country _____

Please check all activities you have participated in during your stay:

- ☐ Camping
- ☐ Hunting
- ☐ Backpacking
- ☐ Fishing
- ☐ Picnicking
- ☐ Mountain Biking
- ☐ Special Event
- ☐ Family Gathering
- ☐ Day Hike

- ☐ Swimming
- ☐ Boating (non-motorized)
- ☐ Boating (motorized)
- ☐ Wildlife/Nature Observation
- ☐ ATV/4x4 Touring
- ☐ Staying at a Lodge
- ☐ Visiting Historical and/or
Archaeological Sites
- ☐ Other _____

FOLD HERE

Alaska State Parks
Attention: Chief of Field Operations
550 West 7th Ave. Suite 1380
Anchorage, AK 99501-3561

Place Stamp Here

Please grade your visit in the Alaska State Parks

- | | Excellent | Satisfactory | Poor | | |
|--|-----------|--------------|------|---|---|
| 1. How as the overall cleanliness of the area (litter, Day use areas, toilets, etc.)? | A | B | C | D | E |
| 2. How safe and unthreatened did you feel in the area (adequate law enforcement, ranger contacts)? | A | B | C | D | E |
| 3. Were Day use area personnel accessible if needed? | A | B | C | D | E |
| 4. Was information provided and were your questions handled to your satisfaction? | A | B | C | D | E |
| 5. Were personnel courteous and helpful? | A | B | C | D | E |
| 6. Are the facilities functional, safe, and well maintained? | | | | | |

Comments (Please use this section to tell us anything you think we should know, i.e., do you have any comments on how we could improve your recreation experience, or is there something in particular you enjoyed about your visit here?):

Name _____ Phone _____

We will gladly respond to your questions or comments!

APPENDIX H STANDARD PERFORMANCE EVALUATION FORM

Mid-Year and Year-End Performance Appraisal Areas under Competitive Commercial Use Permit

Area/Park Unit(s): _____ Permittee: _____

Appraiser: _____ Date: _____

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
A. Permit Terms	*****	*****	*****	*****
! 1. Insurance requirements met				
!2. Payments timely				
3. Use reports accurate & timely				
4. Other permit terms met (specify below)				
Communications				
Miscellaneous Sales				
B. Operation and Maintenance Plan	*****	*****	*****	*****
! 1. O&M Plan complete & properly submitted				
2. MAINTENANCE ACCOUNT/fee offset plan submitted in a timely manner				
!3. MAINTENANCE ACCOUNT/Fee offset projects completed to standard				
5. Pre- and post-season ops & maintenance performed to standard and in a timely manner				
C. Customer Service	*****	*****	*****	*****
! 1. Good PR maintained with Park visitors				
2. Good Comments received from visitors				
!3. Fees & services provided as represented				
4. Visitor compliance with Park regulations obtained				
D. Health and Cleanliness	*****	*****	*****	*****
!1. Humans free from exposure to human waste				
!2. Water and sewage treatment systems meet w/all state standards				
3. Garbage does not exceed container capacities				
4. Garbage containers are animal resistant				
5. Sites are free of litter & animal refuse				
6. Graffiti is removed within 48 hours of discovery.				
7. Toilets & garbage locations are free of objectionable odors				
8. All other facilities are kept clean				

! Denotes a Critical Element

Appendix H Standard Performance Evaluation Form page 2 of 3

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
E. Setting	*****	*****	*****	*****
1. Numbers of people & vehicles is kept below site capacity				
F. Safety and Security	*****	*****	*****	*****
!1. Safety inspections completed pre-season & during season. Documented high risk conditions are corrected prior to use				
!2. High-risk conditions that develop during the season are mitigated, or the site is closed				
!3. Employees have dependable communications				
!4. Activities prohibited under specific Park Regulations are dealt with appropriately				
!5. Utility systems meet applicable state and local regulations				
G. Responsiveness	*****	*****	*****	*****
1. All site entrances are well marked, easily found and visitors feel welcome				
2. Info boards look fresh, professional, are uncluttered and contain appropriate info.				
3. All personnel demonstrate good customer services practices.				
H. Condition of Facilities	*****	*****	*****	*****
!1. All restrooms are functional and in good repair				
2. All facilities, including parking and use sites, meet Park standards for cleanliness, maintenance and safety				
3. Signs & bulletin boards are well maintained and meet Parks standards				
4. Gravel roads are graded as required				
5. Vandalism is corrected or mitigated within 1 week of discovery				
6. Vegetation cleared along trails, roads, and parking lots.				

! Denotes a Critical Element

Comments and/or corrective actions pertaining to specific items listed above: _____

Have all "Below Standard" items from previous performance inspection/appraisal(s) been corrected?

Permittee's comments

Midyear Evaluation: ☐

Year End Evaluation: ☐

Above
Standards ☐

Meets
Standards ☐

Below
Standards ☐

Unacceptable ☐

Note: 1. If any Critical Element is rated "Below Standards," the best possible overall rating is Below Standards.

2. If any Critical Element is rated "Unacceptable," the best possible overall rating is Unacceptable.

3. If one to three other elements are rated "Unacceptable," the best possible overall rating is Below Standards.

4. If three or more Critical Elements are rated "Below Standards" or over four other elements are rated "Unacceptable," the best possible rating is Unacceptable.

Below Standards: The Permittee is given notice regarding which element(s) justify the rating, and if performance in this element(s) is not improved prior to the next rating period, the Below Standards rating shall be reduced to an Unacceptable rating.

Unacceptable: The Permittee is issued written "Notice of Non-Compliance," as stipulated in ¶ 4.39 of the Commercial Use Permit. This is the required first step in suspension and/or revocation of use over all or portions of the permit area. In some instances, such as a lack of adequate insurance, safety issues, etc., suspension or revocation may take place immediately.

Signatures:

Permittee Representative: _____ Date: _____

Permit Supervisor: _____ Date: _____

The holder's signature denotes that the Alaska State Parks representative has discussed this evaluation/appraisal with the holder or his/her representative. A signature does not necessarily constitute agreement or acceptance of the rating.

APPENDIX I. INVENTORY

Porcupine Creek SRS

(name of facility)

DATE: 2015

INVENTORY CONDUCTED BY: Ranger Dan Amyot

PROPERTY	QUANTITY	REMARKS
Picnic Tables	12	
Fire rings	12	
Benches	0	
Latrines	2	2 – double SST
Group Shelters	0	
Dumpster Pad	0	
Hand pumps	1	
Water Hydrants/faucet	0	
Electrical Hookups	0	
Iron Ranger (fee safe)	1	
Fee Station Signs	1	
Entrance Station Building	0	
Interpretive Kiosk	0	
Bulletin Boards	1	
Trash Cans	8	
Gate	1	
Class A Entrance Sign	1	
Signs (regulatory)	2	Highway directional, 2 eagle signs

